



COOPERATION AGREEMENT

LISTING BROKER: _____

ADDRESS: _____

COOPERATING BROKER: _____

ADDRESS: _____

OWNER: _____

SUBJECT PREMISES: _____

1. Listing Broker and Seller (hereinafter "Owner") of the Subject Premises have previously entered into an exclusive listing agreement (hereinafter "Listing Agreement") whereby Listing Broker and Owner have agreed to terms regarding the listing and marketing of Subject Premises.

2. The Listing Agreement sets forth the details regarding commission to Listing Broker and Cooperating Brokers (for purposes of this Agreement Cooperating Broker shall mean Seller's Agents, Broker's Agents, and Buyer's Agents) under specific circumstances.

3. The terms and conditions of this Cooperation Agreement shall apply in the following circumstances only:

a. When the Listing Broker is a Participant in the Multiple Listing Service of Long Island, Inc. (MLSLI) and the Owner has agreed that the Listing Broker can cooperate with Cooperating Brokers who are not Participants in MLSLI; or

b. When Owner and Listing Broker have entered into an Office Exclusive Agreement whereby the Subject Property is not entered into the MLSLI public database and the Owner has agreed that the Listing Broker can cooperate with Cooperating Brokers who may or may not be MLSLI Participants. In all other circumstances, the terms and conditions of the Listing Agreement between Listing Broker and Owner with respect to cooperation and compensation to Cooperating Brokers shall apply.

4. THE OFFER OF COMPENSATION TO COOPERATING BROKERS BY LISTING BROKER AND/OR OWNER SHALL NOT BE IMPLIED BY THIS AGREEMENT AND SHALL ONLY BE DEEMED OFFERED IF A SPECIFIC AMOUNT (EITHER A DOLLAR AMOUNT OR A PERCENTAGE) IS LISTED AS OFFERED COMPENSATION BELOW.



5. Any offers of compensation to Cooperating Brokers that may be listed for the Subject Property in the MLSLI public data base do not apply unless specifically stated below.

6. COMPENSATION OFFERED TO COOPERATING BROKER BY LISTING BROKER AS APPROVED BY OWNER UNDER THIS AGREEMENT IS AS FOLLOWS:

If the Cooperating Broker is a Seller's Agent _____% of the selling price or \$_____.

If the Cooperating Broker is a Broker's Agent _____% of the selling price or \$_____.

If the Cooperating Broker is a Buyer's Agent _____% of the selling price or \$_____.

If no compensation is to be paid to a Cooperating Broker under this Agreement, the compensation fields above will be marked as follows: 0% or \$0.

7. Said compensation shall be earned and payable under the following conditions:

a. If the Cooperating Broker produces a buyer ready, willing and able to purchase the property on the terms and conditions acceptable to the Owner; and

b. If through the Cooperating Broker's efforts a buyer and the Owner reach an agreement upon all the essential terms of a transaction; and

c. If the Cooperating Broker is the procuring cause of a transaction; and

d. any said commission shall be deemed due and payable to Cooperating Broker only if, as and when title closes on the Subject Premises to the party brought by the cooperating broker.

8. Cooperating Broker hereby declares that he/she is aware that there is a duty for Realtors® to arbitrate commission disputes concerning the selling side of a transaction under Article 17 of the Code of Ethics of the National Association of Realtors (Code of Ethics). Cooperating Brokers who are not Realtors® hereby agree to the following:

a. They will behave at all times in a fair, honest and trustworthy manner toward the Owner and Listing Broker; and

b. They will agree to arbitrate any disputes arising from their relationship under this Agreement at the Long Island Board of Realtors®, Inc. before a panel established under the Professional Standards committee and to be bound by the determination of said panel; and

c. They shall waive litigating any such disputes with Owner, Listing Broker or other Cooperating Brokers in a Court of Law, except as required to confirm or enforce an arbitration award.



9. Cooperating Broker hereby agrees not to advertise or cause to be advertised the Subject Premises referenced herein in written, print, photographic, video and/or any other form without the expressed, written consent of the Listing Broker.

10. All oral or prior agreements between the parties are hereby merged into this Agreement and the parties agree that their relationship shall be governed solely by this Agreement and not by any other prior oral or written representation or agreements.

11. The parties agree that no change, amendment, modification or termination of this Agreement shall be binding on any party unless the same shall be in writing and signed by the parties hereto subsequent to the date of this Agreement.

12. The parties agree that neither the Long Island Board of Realtors®, Inc. nor the Multiple Listing Service of Long Island, Inc. are parties to this Agreement and that neither party is an agent of said organizations and have no authority to make any representations, agreements or commitments with respect to either of said organizations.

13. This Agreement shall commence on the date set forth below and shall terminate at midnight on _____.

14. This Agreement is binding on all Parties signing below.

15. This Agreement is not valid unless signed by the Broker of record of the real estate offices involved in this Agreement.

16. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired or affected thereby.

Agreed to and signed by Parties below on this ____ day of _____, 20____

Listing Broker Name: _____

Listing Broker Signature: _____

Cooperating Broker Name: _____

Cooperating Broker Signature: _____

Owner Name: _____

Owner Signature: _____